

Chapter 17

ACQUISITION OF UTILITY INTEREST BY LOCAL AGENCY

INTRODUCTION

The relocation and adjustment of utility facilities represents a major effort in the successful development of a highway project. Utility companies, like highway agencies, are created to perform a specific public service. Both of these public services require transportation routes. Often these routes parallel or cross each other. When improvements are planned, conflicts may occur and adjustments are needed.

It is imperative that the impact of these highway and utility conflicts be kept to a minimum to provide services to the public at the lowest possible total cost.

As with real estate parcels, utility parcels must be acquired before a project can be let to bid. It is the responsibility of the agency acquiring the right-of-way to certify to the State that all real estate interests including utility interests have been acquired.

This guide is intended to serve as a straightforward approach to utility acquisition by a local agency or their consultant. For a more detailed explanation of some of the methods referred to in this guide, see [Chapter 18](#) of the WisDOT Facilities Development Manual (FDM) or other chapters of "WisDOT Guide to Utility Coordination."

While Administrative Rule Trans 220 does not apply to projects on non-STH highways, the utility coordination process for all highway improvement projects remains the same. Good utility coordination practices, as set forth in this guide must be followed in order to have a successful local highway improvement project.

INVESTIGATION STAGE

In order to properly determine which utility companies have facilities within the project area it will be necessary to perform a thorough search of the records. The WisDOT Region Utility Coordinator may be able to provide some guidance as to which utilities have facilities in the area. Other sources may include the Register of Deeds and property owners in the area.

When the utility owners are identified, each utility should be sent a "Facility Inquiry" letter. See [Figure 17-1](#). In this letter the utilities are asked to provide copies of plant maps showing the location of their facilities in the project area. These maps should be used as reference only.

Another important aspect of the investigation stage is the field locates of utility lines. Contact Diggers Hotline or the utility directly and have the lines marked in the field. These locations are then picked up in the highway survey process and the facilities are shown on the highway plan. In the case of underground lines it may be necessary to determine the depth of the lines to properly show the vertical locations on the highway plans. This can be done by contacting the utility and asking them to cooperate in obtaining this information.

COORDINATION WITH UTILITIES

The overall success of a street or highway project will often depend on the amount of communication spent on coordinating the relocation and adjustment of utility facilities. If proper coordination has not been done there will be time delays and extra costs involved during the construction of the project. Several steps are necessary to insure this coordination effort is accomplished.

See [Figure 17-19](#) for a list of utility coordination tasks. This task list can be used when discussing the scope of a project with the design consultant. It clearly identifies the necessary tasks and who is responsible for each task. This assures that the tasks will be done and that the consultant includes the tasks in their scope of work when negotiating the design contract.

The **Operational Planning Meeting (OPM)** should be held as soon as the project concepts are developed. In most cases it will be beneficial to invite all utilities having facilities in the project area. Making utilities aware of the project may have several positive impacts on your project. Once utilities are aware of pending highway work they will place on hold any improvements they may have proposed to their facilities in the area. Being knowledgeable of highway plans will also allow the utilities to program funding to facilitate their relocations to accommodate the highway improvement schedule.

If utilities have facilities that would be costly to relocate they may inform the Highway Agency of this fact at the OPM meeting and thereby provide the highway designer time to review alternate alignments to see if the utility lines can be designed around. Often the costs of these adjustments are reimbursable and the Highway Agency is in fact saving their own money by allowing the utility lines to remain in place.

Sending plans to utilities and approving their work plans is an important part of the utility coordination process. Utility companies need sufficient time to design their facilities, order materials and schedule work crews prior to highway construction. In order for all of this to occur, the plans must be sent to utility companies as soon as possible. It is desirable to have the utility relocations occur in the Fall of the year prior to highway construction. This requires sending the plans to the utilities in the Spring of the year prior to highway construction. Figure 17-3 is a sample of a cover letter sending plans to a utility company that does not have a compensable land interest. [Figure 17-2](#) is a sample of a cover letter sending plans and other documents to a utility company that does have a compensable land interest.

After the utilities have designed their work plan, they will submit the plan to the designer and the Highway Agency that has permitting authority. The designer must review the utility work plan to assure there is no conflict with the proposed highway plans. The designer or the Highway Agency should approve the work plan and inform the utilities of the approval.

If the utility does not return their work plan by the due date, the designer needs to contact the utility and request that they submit it as soon as possible. See [Figure 17-20](#) for a sample work plan reminder letter.

Another important meeting is the **Utility Coordination Meeting**. Shortly after the plans have been provided to the utilities a utility coordination meeting should be held. The purpose of this meeting is to inform the utilities of the project concepts and schedules. Other items of interest to the utilities include: any special soil conditions that may be present; right-of-way acquisition time lines; any special environmental concerns or contaminated areas; any special permit requirements that may be required and any special community events that might affect the construction schedule.

In some cases it may be necessary to hold two or more utility coordination meetings. This is especially true in the case of large rural projects or complex urban projects. It is recommended that if a second coordination meeting is held it should be scheduled just before preparation of the Utility Special Provisions to insure the information being provided is as up-to-date and accurate as possible.

COMPENSABLE AND NON-COMPENSABLE WORK

Payment for the cost of relocating utility facilities is based on the utility being able to prove and provide a land interest in the land being acquired for highway use. A thorough search of the records must be made to validate the utility's interest. Wisconsin Statutes provide a provision whereby a utility can gain

an interest in a property under adverse possession or prescriptive rights. This process is explained in State Statute 893.28 (2), see [Figure 11-18](#).

In general, when a utility is located on private property being acquired for a highway, the utility is deemed to have an interest in the real property. Therefore, the cost of relocation or adjustment of its facilities to accommodate the highway improvement is considered to be compensable. Conversely, when utility facilities are located on public highway right-of-way, even if the City, Village, Town or County owns that right-of-way, the utility use is considered to be permitted and subservient to highway use and therefore is generally considered to be non-compensable. See State Statute 66.0831, [Figure 1-8](#).

The easiest way to determine if the utilities on your project are compensable or non-compensable is to review the right-of-way plat. Compensable utility locations should be shown as parcels if the plat has been properly prepared.

It is customary to show a separate utility parcel for each utility company with facilities on the project. When one utility company has multiple facilities on the project, for example gas and electric, it may be necessary to designate a separate utility parcel number for each type of facility. This will greatly reduce the problems in understanding the estimate and make it easier to track the compensable cost at billing time.

FUNDING

The recommended method for funding compensable utility relocations on local transportation projects is for local units of government to fund the utility portion of the project. This is often the most efficient way to fund the relocation of utilities.

Non-compensable utility costs are generally shown under the Construction Costs portion of the State/Municipal Agreement (SMA). They are labeled “Non-Participating Items” and generally include city sewer and water and/or other non-compensable utility moves that are required to be performed by the contractor. These costs are 100% locally funded. When the “Non-Participating Items” total less than \$75,000, there is no separate utility project ID, but there is usually a separate category. If these costs exceed \$75,000, a separate utility project ID is required.

The non-compensable utility costs that will be performed by the utility outside of the project and/or prior to construction are generally not included in the State/Municipal Agreement.

Although acquisition of utility parcels is technically eligible for participation on projects under the STP-Urban, STP-Rural and Local Bridge programs, it is not the preferred method for funding compensable utility relocations on local transportation projects.

The State/Municipal Agreement for a Highway Improvement Project should include discussions about both compensable and non-compensable utility costs. Compensable utility costs are for utility facilities in areas where the utility has a land right and is therefore eligible for compensation. Generally this is in new right-of-way. These costs should be shown under the Real Estate Acquisition Costs portion of the State/Municipal Agreement. The compensable utility costs are shown as a separate line item under the Real Estate Acquisition Costs and labeled as “Compensable Utility Costs.” Usually these costs will be 100% locally funded. In some cases these costs may be funded with participation (Federal or State) depending on the program in question.

Purchases of real estate or utility interests by local units of government do not get credited to their contribution to the project. If the locals fund 100% of the real estate or utilities, this is by choice. If they choose to request funding participation from either a Federal or State fund source, they are responsible

for their local matching funds depending on the program in question. Work credits are not possible for local road system projects.

All utility projects with Federal or State funding, regardless of program, should have a separate utility project ID. When Federal or State funding is used for utility relocations, this should be spelled out in the State/Municipal Agreement as mentioned above. Another document, a State/Municipal Agreement for Reimbursement of Utility Relocation Costs (SMA for Utility Costs), must be executed in order to encumber the funds for the utility relocation costs. See Figure 17-X for a sample of this type of agreement.

After the project State/Municipal Agreement is approved, the local government should then enter in to a two-party agreement with the utility company to do the compensable work. The local government should also complete a SMA for Utility Costs form. This form should be submitted along with a copy of the two-party agreement with the utility company and the utility company's estimate and work plan to the Management Consultant. The Management Consultant will forward these documents to the WisDOT Utility Projects Coordinator in the Bureau of Technical Services for review and approval.

The Utility Projects Coordinator will review the two-party utility agreement to assure compliance with the applicable Federal and State policies and practices. After the Utility Projects Coordinator has determined that the utility agreement is in compliance, the Manager of the Real Estate Acquisition and Services Section of the Bureau of Technical Services will sign the SMA for Utility Costs. The SMA for Utility Costs will be sent back to the Management Consultant, which will return it to the local government. The local government can then authorize the utility company to do their work.

After the work is completed, the utility sends an invoice to the local government. The local government pays the utility company directly. A request for reimbursement and a copy of the utility company invoice and supporting documentation is sent to the Management Consultant, which forwards it to the Utility Projects Coordinator. The Utility Projects Coordinator reviews the invoice for compliance with the original agreement and applicable State and Federal regulations. When this compliance is assured, the Utility Projects Coordinator authorizes payment to the local government.

COMPENSABLE COST ESTIMATE

When it has been determined that a utility must adjust or relocate facilities on highway right-of-way within the taking area of the new roadway, it will be necessary for the utility to prepare a detailed estimate outlining these relocation costs. This estimate should set forth all labor, material and equipment costs as well as appropriate overheads normally charged by the utility. If contract forces will be used on the project the contract work should be done under competitive bid and approved by the Highway Agency prior to approval of the contract work. The compensable work estimate shall also provide appropriate credits for used life, salvage and betterment when applicable. For more detailed information on these credits see [Procedure 18-15-20](#) of the FDM.

UTILITY AGREEMENTS

Utility work is normally performed under an agreement with the utility. Two documents have been developed to handle these agreements between the utility and the Highway Agency. The **Lump Sum Agreement**, Figure 17-9, is used for projects where work is well defined and contains no variables that could affect the cost agreed to. Under this type of agreement the utility prepares an estimate covering all the cost they anticipate having in the relocation of the their facilities. This estimate along with the signed release of rights document and the agreement are reviewed by the Highway Agency and if found acceptable approved by the Highway Agency. Once approved by all parties the work is performed and the utility is paid the lump sum amount as stated in the estimate. The Lump Sum Agreement is usually reserved for agreements of low dollar value. Currently the limit for Lump Sum Agreements on State projects is limited to \$50,000.00. A lump sum agreement form that is suitable for use on local projects is shown in [Figure 17-9](#).

Another form of agreement is the **Audit Agreement**, Figure 17-8. Under this type of agreement the utility prepares an estimate with appropriate credits as outlined above. The agreement is signed by utility officials and sent to the Highway Agency for review. If the agreement is found acceptable the Highway Agency approves the agreement and the utility is authorized to perform the work. Unlike the Lump Sum Agreement, the utility is not limited to the estimated amount with the Audit Agreement. Under the Audit Agreement, the utility costs may be higher or lower than the estimated amount and the utility will be paid the cost actually incurred in the relocation of the agreed work. Normally an Audit Agreement must be used for contracts over \$50,000.00, but can be used for agreements of any size, whereas a Lump Sum Agreement can normally only be used for agreements up to \$50,000.00. Under the Audit Agreement, the Highway Agency has the right to audit the utility records to ensure the cost reflected in the utility's billing were actually incurred. An audit agreement form that is suitable for use on local projects is shown in [Figure 17-8](#).

RELEASE OF RIGHTS DOCUMENTS

When a utility has an interest in the land being acquired for a highway it is necessary to acquire that land interest in order to provide clear title and ownership of the highway. The type of release of rights document used to acquire these land rights will vary depending on the location of the utility facilities and the utility's desire to remain within its original easement on highway land or to relocate to new lands.

When a utility has land rights within the area being acquired for right-of-way and chooses to relocate off their easement onto new private easement, they should provide a **Quit Claim Deed** to the Highway Agency for the area they are vacating. The cost of acquiring a new easement as well as the relocation of facilities would normally be considered as reimbursable costs and paid by the Highway Agency.

When a utility has land rights within the area being acquired for right-of-way and chooses to have its facilities remain within those easements or stay on highway right-of-way thereby saving the Highway Agency the cost of paying the utility to acquire a new private easement, the utility would provide the Highway Agency with a **Conveyance of Rights**. When this type of release of rights document is provided, the utility will be entitled to future reimbursement associated with the relocation or adjustment of their facilities should they need relocation or adjustment to accommodate expanded or additional highway improvements.

If a Highway Agency does not desire to be placed in a position where they may be held responsible for future utility relocation costs, they should require a Quit Claim Deed be provided and pay the utility the cost to acquire replacement land rights for the land right being lost through the highway taking. However, it should be kept in mind that a utility will usually acquire a new easement just outside the right-of-way being acquired for highway use and in fact have to be paid for the relocation should the need arise to acquire additional right-of-way in the future.

Each permanent release of rights document, either the Quit Claim Deed or the Conveyance of Rights, must be signed by an authorized utility representative, and recorded with the County Register of Deeds. In order to record the documents, each will have to be authenticated by an attorney licensed to practice law, or notarized by a licensed Notary Public. Copies of the original recorded release of rights document should be submitted to the utility company and to the local unit of government.

WisDOT has developed a Quit Claim Deed and a Conveyance of Rights document that can be modified for a specific county, city, village, or town.

Form Type	County	City	Village	Town
Quit Claim Deed	Figure 17-10	Figure 17-11	Figure 17-12	Figure 17-13
Conveyance of Rights	Figure 17-14	Figure 17-15	Figure 17-16	Figure 17-17

There are times when the Highway Agency is acquiring a Temporary Limited Easement (TLE) in order to construct a portion of a highway improvement project. Whenever a TLE is obtained in an area where a utility has a land interest, any utility facilities within the TLE are compensable. In order to provide that compensation, the Highway Agency needs to acquire a temporary land right from the utility. A document signed by the utility company is needed to convey this temporary land interest. A Quit Claim Deed or a Conveyance of Rights In Land would be inappropriate because they are permanent documents. A temporary document is required in which the utility company acknowledges that they have an interest in the land and that they are aware of our proposed work. A **Temporary Construction Easement** is the document most commonly used.

Many utility company easements place restrictions on what kind of excavation can occur in the easement area. Often work associated with a highway project may violate those restrictions. A Temporary Construction Easement removes any utility company restrictions on the land for the duration of the highway project, allowing the highway work to proceed. If a utility company balks at signing a Temporary Construction Easement and they have no compensable relocations, the Highway Agency can settle for a letter from the utility stating that they are aware of the project and that the project will not adversely affect their easement rights. If there is some compensable relocation, the Highway Agency needs to acquire a temporary land right from the utility in order to be able to pay them. The Temporary Construction Easement must be signed by the utility in order for them to receive payment.

There are two versions of the Temporary Construction Easement document. See [Figure 17-18](#) Page 1 for a sample of a Temporary Construction Easement for Traditional Plats. A Temporary Construction Easement for a Transportation Project Plat (TPP) will have slightly different wording than a Temporary Construction Easement for a non-TPP project. The right-of-way plat for a TPP is recorded at the County Register of Deeds office. However, this will frequently take place late in the design process, possibly after the Project Plans package is sent to the utility companies. Since the Temporary Construction Easement is not recorded, it does not have to contain the recording information of the TPP. It can merely refer to the right-of-way plat by project ID number and state that the plat is available for viewing at the Highway Agency office. See [Figure 17-18](#) Page 2 for a sample of a Temporary Construction Easement for Transportation Project Plats.

When a Permanent Limited Easement (PLE) is acquired in an area where a utility has a land interest, any utility facilities within the PLE are compensable. Since the Highway Agency is not the underlying fee owner, a Conveyance of Rights is not the proper document to use because the utility would be giving up its right to be on the land and the Highway Agency does not have the authority to grant permission to occupy the land to the utility. In a PLE area a Temporary Construction Easement should be used. This document expires when the work is completed and yet provides the Highway Agency with a document that both acknowledges the utility land interest and temporarily releases any restrictions that might affect construction activities.

Note: The original signed Temporary Construction Easement should be filed in the Project Real Estate files. Copies of the signed Temporary Construction Easement should be kept in the Region Management Consultant Utility Unit files.

BASIC UTILITY ACQUISITION PROCESS

The following format outlines the basic steps to be followed for normal utility acquisition.

1. The Highway Agency sends the respective utility a *Notice of Reimbursable Work*. This notice includes: A draft release of rights document, a right-of-way plat, either a lump sum or an audit agreement form, and associated plans and cross sections.
2. The utility prepares an estimate for the cost of adjustment of its reimbursable facilities as shown on the right-of-way plat and returns the estimate along with the signed agreement and release of rights document to the Highway Agency.
3. The Highway Agency reviews the estimate and, if found acceptable, has the proper highway officials sign the agreement.
4. Where federal funds are used to acquire the utility interest, utility estimate packet (the proposed plan, estimate, signed agreement and release of rights document) must be submitted to the Region Management Consultant prior to the start of any compensable utility work. At this same time a **SMA document** is submitted for approval.

The Region Management Consultant forwards the **SMA document** and utility estimate packet to the WisDOT Utility Projects Coordinator in the Bureau of Technical Services.

The Utility Projects Coordinator reviews the SMA document and utility estimate packet and if acceptable, has the Manager of the Real Estate Acquisition and Services Unit sign the **SMA document**.

The Utility Projects Coordinator returns the signed **SMA document** to the Highway Agency through the Region Management Consultant.

5. The Highway Agency returns the fully executed agreement to the utility and authorizes the utility to proceed with work. [Figure 17-4](#) is a sample letter returning the approved utility agreement to the utility company and authorizing them to begin work. The release of rights document is sent to the Register of Deeds for recording. [Figure 17-5](#) is a sample letter sending the release of rights document to the County Register of Deeds for recording. When the release of rights document is recorded and returned, a copy of the document bearing the recording data should be sent to the utility.
6. When the utility adjustments are complete the utility will send a bill to the Highway Agency for the reimbursable portion of the utility work. The Highway Agency should review the bill to ensure it conforms to the estimate, and then pay the bill. [Figure 17-6](#) is a sample letter for sending the check to the utility company for a lump sum agreement. [Figure 17-7](#) is a sample letter for sending the check to the utility company for an audit agreement.
7. When Federal funds are used, the Highway Agency sends a letter requesting reimbursement and a copy of the detailed invoice from the utility to the Region Management Consultant. The Management Consultant will forward the request for reimbursement and supporting documentation to the WisDOT Utility Projects Coordinator. The Utility Projects Coordinator will review the supporting documentation to assure that the costs are reasonable and in compliance with the original agreement and then authorize payment to the Highway Agency. WisDOT then cuts a check to the Highway Agency.

If the agreement is an audit type, the agency or WisDOT may audit the utility records to verify the charges. This is optional and is not required if the Highway Agency is satisfied with the charges itemized in the billing.

THE UTILITY ACQUISITION PROCESS IS CONSIDERED COMPLETE!

TYPICAL TIME SEQUENCE

**Weeks Prior to bid
letting of highway
contract**

ITEM OF WORK

26 – 52	Right-of-way plat is prepared <i>Highway Agency approves right-of-way plat</i> Survey and Engineering by Utility Utility Prepares Estimate Utility executes forms (Agreement & Release of Rights documents) Estimates and Agreements are returned to Highway Agency <i>Highway Agency reviews estimate. WisDOT Management Consultant</i> <i>Utility Coordinator reviews if Federal funds are used to purchase Utility</i> <i>Parcels</i> <i>Highway Agency Officials sign utility agreement</i> <i>Utility Coordination Meeting is held</i> <i>Highway Agency returns agreement to Utility and authorizes work to begin</i>
20	<i>Highway Agency sends release of rights document to the Register of Deeds</i> <i>Office for recording. After recording, a copy of the release of rights document is</i> <i>sent to Utility by the Highway Agency.</i> Utility performs fieldwork per agreement * WisDOT reviews plans and certifies the project clear for letting
-0-	Highway contract is let to bid Highway contract is awarded <i>Pre-construction meeting is held</i> Highway construction work is performed
Completion and Payment Stage	Utility prepares and submits bill for relocation work <i>Highway Agency reviews bill: performs audit if applicable</i> <i>Highway Agency makes payment</i> Project is complete

* Every effort should be made to have utility work completed prior to highway construction.

Note, texts in *italics* indicate a task performed by the Highway Agency.

County or Municipality Letterhead

September 20, 1998

WISCONSIN PUBLIC SERVICE CORPORATION
PO BOX 19002
GREEN BAY WI 54307-9002

RE: Project ID 1153-07-41
CTH A - South County Line
CTH I
Green County

We are preparing plans for the above road improvement project and would like to show all utility facilities owned by your company which are either within the public way or adjacent to it. A map is enclosed showing the project limits. Please show us where your facilities are located along this route. Copies of your plant maps would be very helpful to us in our design process.

This project is in Section 36, Town 3 North, Range 9 East, Town of Albany, Green County.

You will be contacted in the future and asked to mark the locations of any underground lines so that our survey crews can obtain this information for our plans.

We are early in the design process, but we expect that construction will take place in 2006. We hope to have our plans completed by March of 2005. If you have any high-cost utility facilities in the proposed construction area, please let us know so that we can consider them as a design constraint and we will try to design around them.

Thank you for your cooperation on this project. We will keep you informed as our plans develop for this project. If you have any questions regarding this project, please contact me at ___(sender's contact information) or the project designer, _____ at ___(designer's contact information).

Sincerely,

Name
Utility Coordinator

County or Municipality Letterhead

September 20, 1998

WISCONSIN PUBLIC SERVICE CORPORATION
PO BOX 19002
GREEN BAY WI 54307-9002

**TRANSMITTAL OF PROJECT PLAN AND
NOTICE OF REIMBURSABLE WORK**

RE: Project ID 1153-07-41
CTH A - South County Line
CTH C
Green County
Parcel 17, WISCONSIN PUBLIC SERVICE CORPORATION

It is our desire to acquire certain land rights from your company. Reimbursement will be made for facilities presently located on property in which your company has a compensable land interest and which will require adjustment. Enclosed for your approval and execution are the following documents:

1. Right-of-way plat showing the location of your facilities in relation to the proposed right-of-way for this highway. This project is in Section 36, Town 3 North, Range 9 East, Town of Albany, Green County.
2. {Quit Claim Deed by Utility, Conveyance of Rights in Land, or Temporary Construction Easement, whichever is appropriate} for Parcel # 17.
3. {Audit Agreement or Lump Sum Agreement}, providing for reimbursement of the associated utility relocation work.
4. A copy of the PROJECT PLANS for the above project.
5. A synopsis of the project containing information regarding any special features about this project, such as hazardous materials sites, historic or archaeological sites, marsh or environmentally sensitive areas, the proposed highway work schedule and any special civic constraints or activities that must be accommodated such as festivals and holiday events.

In connection with the agreement, we herewith extend plan preparation authority and preparation of the detail plan and estimate for the anticipated relocation work. The plan should show both the present affected facility and the relocated or replaced facility. Please also provide some stationing tie with the highway plan so that the location can be readily identified. The estimate should be made in compliance with CFR 23, Part 645, Subpart A-Utility Relocations, Adjustments and Reimbursements on the basis of replacement-in-kind theory, with appropriate credits for used life, salvage and betterments, and must follow your company's standard utility accounting practices. The plan and estimate must be furnished by the WORK PLAN due date of _____.

This project is scheduled for letting on **DATE**, with construction anticipated to begin in **MONTH** of **YEAR**.

Please furnish three (3) sets of the plan and estimate, the executed {Quit Claim Deed by Utility, Conveyance of Rights in Land, or Temporary Construction Easement, whichever is appropriate} and the signed agreement document.

This is not an authorization to proceed with construction. Construction performed before the ____ County Highway Commission accepts the contract will not be reimbursed.

If you have any questions regarding this project, please contact me at ____ (sender's contact information) or the project designer, _____ at ____ (designer's contact information).

Sincerely,

Name
Utility Coordinator

County or Municipality Letterhead

September 20, 1998

WISCONSIN PUBLIC SERVICE CORPORATION
PO BOX 19002
GREEN BAY WI 54307-9002

RE: Project ID 1153-07-41
CTH A - South County Line
CTH E
Green County

Please review the enclosed PROJECT PLANS to determine the impact this proposed highway project would have on your facilities. Also included is a synopsis of the project containing information regarding any special features about this project, such as hazardous materials sites, historic or archaeological sites, marsh or environmentally sensitive areas, the proposed highway work schedule and any special civic constraints or activities that must be accommodated such as festivals and holiday events.

This project is in Section 36, Town 3 North, Range 9 East, Town of Albany, Green County.

You may wish to meet with the Design Engineer (add designer contact information) to discuss relocation and permit requirements.

This letter is not an authorization to undertake any study or relocation work at our expense. If you feel you have a land interest in which payment should be made for relocation of facilities, please contact our office so that we may review your claim and, if necessary, revise our right-of-way plat.

You will be provided with a final plan reflecting any changes prior to the letting date. This project is scheduled for letting on **DATE**, with construction anticipated to begin in **MONTH**, of **YEAR**.

If you have any non-design related questions, you may contact me at _____

Sincerely,

Name
Utility Coordinator

County or Municipality Letterhead

September 20, 1998

WISCONSIN PUBLIC SERVICE CORPORATION
PO BOX 19002
GREEN BAY WI 54307-9002

RE: Project ID 1153-07-41
CTH A - South County Line
CTH Q
Green County
Parcel 17, WISCONSIN PUBLIC SERVICE CORPORATION

On **DATE**, the _____ County Highway Commission accepted an agreement with the **WISCONSIN PUBLIC SERVICE CORPORATION** for the above project. A copy of the signed agreement is enclosed for your records.

If you have not already done so, please forward the executed release of rights document to our office.

Before you begin work, contact us and we will bring you up to date on the status of right-of-way acquisitions. If you have buried facilities parallel to the roadway, a potential for conflict exists in cut areas where driveways are being graded to match the new profile. It may be necessary to place your facilities extra deep through these areas.

When the necessary highway right-of-way has been acquired and the permits to occupy highway right-of-way are approved, you may proceed with contract work.

You must notify me at **PHONE NUMBER** of the date you actually begin contract work as well as the date when work is complete.

Sincerely,

Name
Utility Coordinator

County or Municipality Letterhead

September 20, 1998

REGISTRAR
GREEN COUNTY REGISTER OF DEEDS
STREET ADDRESS
MONROE WI 99999

RE: Project ID 1153-07-41
CTH A - South County Line
CTH P
Green County
Parcel 17, WISCONSIN PUBLIC SERVICE CORPORATION

We have enclosed a {Conveyance of Rights or Quit Claim Deed} document pertaining to the above project.

Please record this instrument and submit your invoice in duplicate, along with the recorded conveyance, to the **GREEN COUNTY HIGHWAY COMMISSIONER, MONROE WI, 99999**.

Sincerely,

Name
Utility Coordinator

County or Municipality Letterhead

September 20, 1998

WISCONSIN PUBLIC SERVICE CORPORATION
PO BOX 19002
GREEN BAY WI 54307-9002

RE: Project ID 1153-07-41
CTH A - South County Line
CTH Q
Green County
Parcel 17, WISCONSIN PUBLIC SERVICE CORPORATION

Utility invoice/billing # **937182**.

Enclosed is check #**1287** drawn in the amount of **\$7,893.28**.

This check represents payment in full for the lump sum contract for this project.

Thank you for your cooperation in this matter of mutual interest.

Sincerely,

Name
Utility Coordinator

County or Municipality Letterhead

September 20, 1998

WISCONSIN PUBLIC SERVICE CORPORATION
PO BOX 19002
GREEN BAY WI 54307-9002

RE: Project ID 1153-07-41
CTH A - South County Line
CTH X
Green County
Parcel 17, WISCONSIN PUBLIC SERVICE CORPORATION

Enclosed is check # **762 drawn** in the amount of **\$ 73,856.27**. This check represents full payment for your billing # **1**. Any overpayment disclosed by audit must be refunded.

Thank you for the cooperation you have given us in expediting the above project.

Sincerely,

Name
Utility Coordinator

**AUDIT AGREEMENT FOR PAYMENT FOR LANDS OR INTERESTS IN
LANDS ACQUIRED FROM PUBLIC UTILITY**

This Agreement is made and entered into by and between the _____ hereinafter designated as the "DEPARTMENT," and _____, a public utility company, a quasi utility or cooperative hereinafter designated as the "COMPANY," for the payment for certain lands or interests in lands acquired by the DEPARTMENT from the COMPANY in connection with a transportation improvement designated:

Project:

**Utility Project ID:
Parcel #:**

WITNESSETH: For and in consideration of the conveyance by separate instrument to the DEPARTMENT of certain lands or interests or rights in said lands in which the COMPANY holds a real property interest, the DEPARTMENT will pay to the COMPANY an amount equal to the net cost incurred by the COMPANY for the actual removal, relocation, alteration, or other rearrangement of the COMPANY facilities situated on the said lands required to restore equivalent function as necessary, in kind if feasible, of the affected segment of COMPANY facility.

The work covered by the Agreement is set forth in the Exhibit hereto attached and made a part hereof. The Exhibit consists of a statement of the work and a proposed schedule for its accomplishment and coordination if necessary with the companion transportation work, an estimate of costs, plans and special provisions, if any.

The work shall be performed under normal COMPANY practices and the costs thereof computed and determined in accordance with the work order accounting procedure prescribed or approved for the COMPANY by the regulatory agency having jurisdiction, including applicable provisions of the Code of Federal Regulations 23, Part 645, Subpart A - Utility Relocations, Adjustments, and Reimbursement. It is further understood, however, that:

1. All salvage shall be credited to the project in the manner prescribed under the COMPANY's accounting procedure for work undertaken at the expense and volition of the COMPANY. When recovered materials are to be disposed of by sale or as scrap, the COMPANY shall either have filed with the DEPARTMENT an acceptable statement outlining the COMPANY's current standard practice and procedure for disposal of such material or shall give written notice to the DEPARTMENT of the location and time said recovered materials will be available for inspection.
2. A credit shall be given representative of the amount of depreciation accrual, if any, assignable to the facilities subject to replacement. Such credit shall be calculated for all facilities covered by the Code of Federal Regulations 23, Section 645.117(h). The amount of the credit shall be based upon the original installed cost, the age of the facility and the applicable depreciation rates, but may also consider the average service lives certified by the regulatory agency having jurisdiction and the expected remaining service lives of the existing materials.
3. Work under this Agreement shall not start until the COMPANY has received written notice from the DEPARTMENT to proceed with the work. The COMPANY shall give prior notice to the DEPARTMENT when it proposes to commence its construction operations and shall give similar notification when operations are resumed subsequent to suspension of operations. Any significant change in the extent or scope of the work under this agreement must be covered by a written change order or an extra work order. **It is expressly understood and agreed that any work by the COMPANY prior to authorization by the DEPARTMENT shall be at the COMPANY's sole expense.**

The COMPANY shall not subcontract any portion of the work included under this Agreement without the prior approval of the DEPARTMENT except for work of relatively minor cost or nature. Any existing continuing contract, under which the COMPANY now has certain work regularly performed, will be considered to conform to the requirements of this section, provided the contract is submitted for the DEPARTMENT's prior approval.

The COMPANY shall keep and make available to the DEPARTMENT detailed payrolls for office and field personnel, equipment use records, materials used, and salvage records including the condition and disposition of the removed and salvaged materials, as well as payments to any utility subcontractor if the work is performed in that manner.

4. Upon completion of the work contemplated under this Agreement, the COMPANY will submit invoices to the DEPARTMENT setting forth the actual and related indirect cost in substantially the same detail and order indicated in the estimate attached to this Agreement. Each copy of such invoice shall identify the location where the supporting records for the costs included in the billing may be reviewed as well as the name of the COMPANY custodian of such records. Invoices shall be submitted within one year of the completion of the companion highway construction project.

The COMPANY agrees to permit audit of said invoices by the DEPARTMENT and by the Federal Highway Administration, if necessary, and to offer prompt support for any item cited for review or be deemed to concur in the deletion or correction thereof. The supportable net amount of the invoice verified by audit as being in compliance with the provisions of this Agreement shall be paid by the DEPARTMENT and will be accepted as full compensation for the rights or interests in the lands conveyed, including all damages, costs and expenses incurred by the COMPANY and arising from or necessitated by the said conveyance.

5. In Connection with the performance of work under this contract, the COMPANY agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5) Wisconsin Statutes, sexual orientation as defined s.111.32(13m) Wisconsin Statutes or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the COMPANY further agrees to take affirmative action to ensure equal employment opportunities. The COMPANY agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.
6. The execution of this Agreement by the DEPARTMENT shall not relieve the COMPANY from compliance with applicable Federal and State laws, Wisconsin Administrative Codes, and local laws or ordinances which may affect the performance of the work covered herein, and shall not be construed to supersede any other governmental agency requirements for plan approval or authority to undertake the utility alteration work.

No COMPANY work affecting highway lands shall be undertaken without any required separate permit, which may be processed and approved concurrently with this Agreement.
7. It is further agreed that any legal action taken by the COMPANY because of dispute arising through this transaction shall be for monetary considerations only, and shall not be for the revocation of the conveyance for the lands or rights or interests therein.
8. The Agreement is not binding upon the parties hereto until this document has been fully executed by the COMPANY and the DEPARTMENT.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their proper officers and representatives on the year and the day below written.

LOCAL UNIT OF GOVERNMENT

	_____ (Company)
	_____ (Signature) (Date)
	_____ (Title)
_____ (Authorized Signature)	_____ (Signature) (Date)
_____ (Date)	_____ (Title)

**LUMP SUM AGREEMENT FOR PAYMENT FOR LANDS OR
INTERESTS IN LANDS ACQUIRED FROM PUBLIC UTILITY**

This Agreement is made and entered into by and between the _____ hereinafter designated as the "DEPARTMENT," and _____, a public utility company, a quasi utility or cooperative hereinafter designated as the "COMPANY," to provide for the lump sum payment in the amount of \$ _____ for lands or interests in lands being acquired from the COMPANY in connection with a highway improvement designated:

Project:

**Utility Project ID:
Parcel #:**

WITNESSETH: WHEREAS the COMPANY now has facilities located on the aforesaid parcel lands, and the DEPARTMENT has requested the COMPANY to remove, relocate, rebuild or otherwise rearrange said facilities in order that these lands may be vacated to the extent required for the designated highway improvement.

NOW, THEREFORE, it is mutually agreed as follows:

1. The COMPANY will convey to the DEPARTMENT, by separate instrument, the parcel of land or land interests identified above.
2. The COMPANY agrees to remove, relocate, rearrange or rebuild its facilities situated on said parcel as required by the DEPARTMENT to construct and operate the above-described highway improvement.

The work necessary for this purpose is indicated in the Exhibit attached hereto and made a part hereof. The Exhibit consists of a statement of the work and proposed schedule for its accomplishment, the estimate of cost, plans and special provisions, if any.

The work shall be performed under normal COMPANY practices and the costs thereof computed and determined in accordance with the work order accounting procedure prescribed or approved for the COMPANY by the regulatory agency having jurisdiction, including applicable provisions of the Code of Federal Regulations 23, Part 645, Subpart A - Utility Relocations, Adjustments, and Reimbursement. Credits for anticipated salvage and accrued depreciation, if any, have been provided in the same amount and computed in the same manner as if the work were being undertaken at the expense and volition of the COMPANY.

3. The DEPARTMENT agrees to pay the COMPANY the lump sum amount indicated above after the parcel has been conveyed to it and after the adjustment of the COMPANY's facilities presently situated thereon has been satisfactorily completed. An invoice shall be submitted by the COMPANY within one year of the completion of the companion highway project.

Payment of such lump sum amount by the DEPARTMENT to the COMPANY shall constitute full and final compensation for the parcel conveyed, including all damages, costs and expenses incurred by the COMPANY and arising from or necessitated by the conveyance. Any legal action taken by the COMPANY because of dispute arising through this transaction shall be for monetary considerations only, and shall not be for the revocation of the conveyed parcel.

4. In connection with the performance of work under this Agreement, the COMPANY agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5) Wisconsin Statutes, sexual orientation as defined in s.111.32(13m) Wisconsin Statutes or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the COMPANY further agrees to take affirmative action to ensure equal employment opportunities.
5. The execution of this Agreement by the DEPARTMENT shall not relieve the COMPANY from compliance with applicable Federal and State laws, Wisconsin Administrative Codes, and local laws or ordinances which may affect the performance of the work covered herein, and shall not be construed to supersede any other governmental agency requirements for plan approval or authority to undertake the utility alteration work.

No COMPANY work affecting highway lands shall be undertaken without any required separate permit, which may be processed and approved concurrently with this agreement.

6. The Agreement is not binding upon the parties hereto until this document has been fully executed by the COMPANY and the DEPARTMENT. **It is expressly understood and agreed that any work by the COMPANY prior to authorization by the DEPARTMENT shall be at the COMPANY's sole expense.**

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their proper officers and representatives on the year and the day below written.

LOCAL UNIT OF GOVERNMENT

	_____ (Company)
	_____ (Signature) (Date)
	_____ (Title)
_____ (Authorized Signature)	_____ (Signature) (Date)
_____ (Date)	_____ (Title)

Document Number
QUIT CLAIM DEED By Utility

Exempt from fee s.77.25(2r) Wis. Stats.
s.83.08 Wis. Stats.

THIS DEED, made by GRANTOR, a utility organized and existing under the laws of the State of and authorized to transact business in the State of Wisconsin, with its principal place of business at City of County of State of quit claims to the County of , GRANTEE, all of its title, rights, or interests in and to the lands described, reserving to itself the ownership and title of its facilities or personalities occupying the described lands, and which the GRANTOR, at its own cost and expense will remove from the lands, or will so relocate, change, or alter that they will not interfere with or be interfered with or be interfered with by the normal operation and maintenance of a public highway on the described lands, for the sum of (\$) and other good and valuable consideration. Any person named in this deed may make an appeal from the amount of compensation within six months after the date of recording of this deed as set forth in s.32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the deed shall be treated as the award, and the date the deed is recorded shall be treated as the date of taking and the date of evaluation. Other persons having an interest of record in the property: None. If not appropriate, cross out None and list name(s).

Return to

Parcel Identification Number/Tax Key Number

Legal Description

The undersigned certify that this instrument is executed pursuant to a resolution of the Board of Directors (or shareholders, stockholders, or members, if authorized by law) of GRANTOR corporation or cooperative.

Acknowledgment

(Grantor Name)

(Signature)

(Title)

(Print Name)

(Signature)

(Title)

(Print Name)

(Date)
State of _____)
_____) ss.
_____ County)
On the above date, this instrument was acknowledged before me by the named person(s).

(Signature, Notary Public)

(Print or Type Name, Notary Public)

(Date Commission Expires)

Utility or RW Project ID

This instrument was drafted by

RW Parcel No.

Quit Claim Deed for County Projects
Revised: 03/2006

Page 1 of 1

Document Number

QUIT CLAIM DEED By Utility

Exempt from fee s.77.25(2r) Wis. Stats.
s.62.22 Wis. Stats.

THIS DEED, made by GRANTOR, a utility organized and existing under the laws of the State of _____ and authorized to transact business in the State of Wisconsin, with its principal place of business at _____ City of _____ County of _____ State of _____ quit claims to the City of _____, GRANTEE, all of its title, rights, or interests in and to the lands described, reserving to itself the ownership and title of its facilities or personalities occupying the described lands, and which the GRANTOR, at its own cost and expense will remove from the lands, or will so relocate, change, or alter that they will not interfere with or be interfered with or be interfered with by the normal operation and maintenance of a public highway on the described lands, for the sum of (\$ _____) and other good and valuable consideration. Any person named in this deed may make an appeal from the amount of compensation within six months after the date of recording of this deed as set forth in s.32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the deed shall be treated as the award, and the date the deed is recorded shall be treated as the date of taking and the date of evaluation. Other persons having an interest of record in the property: None. If not appropriate, cross out None and list name(s).

Return to _____

Parcel Identification Number/Tax Key Number _____

Legal Description

The undersigned certify that this instrument is executed pursuant to a resolution of the Board of Directors (or shareholders, stockholders, or members, if authorized by law) of GRANTOR corporation or cooperative.

Acknowledgment

(Grantor Name)

(Signature)

(Title)

(Print Name)

(Signature)

(Title)

(Print Name)

(Date)
State of _____)
_____) ss.
_____) County
On the above date, this instrument was acknowledged before me by the named person(s).

(Signature, Notary Public)

(Print or Type Name, Notary Public)

(Date Commission Expires)

Utility or RAW Project ID _____

This instrument was drafted by _____

RAW Parcel No. _____

Quit Claim Deed for City Projects
Revised: 05/2006

Page 1 of 1

Document Number

QUIT CLAIM DEED By Utility

Exempt from fee s.77.25(2r) Wis. Stats.
s.61.34 (3) and (3m) Wis. Stats.

THIS DEED, made by GRANTOR, a utility organized and existing under the laws of the State of _____ and authorized to transact business in the State of Wisconsin, with its principal place of business at _____ City of _____ County of _____ State of _____ quit claims to the Village of _____, GRANTEE, all of its title, rights, or interests in and to the lands described, reserving to itself the ownership and title of its facilities or personalities occupying the described lands, and which the GRANTOR, at its own cost and expense will remove from the lands, or will so relocate, change, or alter that they will not interfere with or be interfered with or be interfered with by the normal operation and maintenance of a public highway on the described lands, for the sum of (\$ _____) and other good and valuable consideration. Any person named in this deed may make an appeal from the amount of compensation within six months after the date of recording of this deed as set forth in s.32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the deed shall be treated as the award, and the date the deed is recorded shall be treated as the date of taking and the date of evaluation. Other persons having an interest of record in the property: None. If not appropriate, cross out None and list name(s).

Return to _____

Parcel Identification Number/Tax Key Number _____

Legal Description

The undersigned certify that this instrument is executed pursuant to a resolution of the Board of Directors (or shareholders, stockholders, or members, if authorized by law) of GRANTOR corporation or cooperative.

Acknowledgment

(Grantor Name)

(Signature)

(Title)

(Print Name)

(Signature)

(Title)

(Print Name)

(Date)
State of _____)
_____) ss.
_____) County
On the above date, this instrument was acknowledged before me by the named person(s).

(Signature, Notary Public)

(Print or Type Name, Notary Public)

(Date Commission Expires)

Utility or RAW Project ID _____

This instrument was drafted by _____

RAW Parcel No. _____

Quit Claim Deed for Village Projects
Revised: 05/2006

Page 1 of 1

Document Number
QUIT CLAIM DEED By Utility

Exempt from fee s.77.25(2r) Wis. Stats.
 s.82.14(1) Wis. Stats.

THIS DEED, made by GRANTOR, a utility organized and existing under the laws of the State of _____ and authorized to transact business in the State of Wisconsin, with its principal place of business at _____ City of _____ County of _____ State of _____ quit claims to the Town of _____, GRANTEE, all of its title, rights, or interests in and to the lands described, reserving to itself the ownership and title of its facilities or personalities occupying the described lands, and which the GRANTOR, at its own cost and expense will remove from the lands, or will so relocate, change, or alter that they will not interfere with or be interfered with or be interfered with by the normal operation and maintenance of a public highway on the described lands, for the sum of (\$ _____) and other good and valuable consideration. Any person named in this deed may make an appeal from the amount of compensation within six months after the date of recording of this deed as set forth in s.32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the deed shall be treated as the award, and the date the deed is recorded shall be treated as the date of taking and the date of evaluation. Other persons having an interest of record in the property: None. If not appropriate, cross out None and list name(s).

Return to _____

Parcel Identification Number/Tax Key Number _____

Legal Description

The undersigned certify that this instrument is executed pursuant to a resolution of the Board of Directors (or shareholders, stockholders, or members, if authorized by law) of GRANTOR corporation or cooperative.

Acknowledgment

 (Grantor Name)

 (Signature)

 (Title)

 (Print Name)

 (Signature)

 (Title)

 (Print Name)

 (Date)
 State of _____)
 _____) ss.
 _____ County)
 On the above date, this instrument was acknowledged before me by the named person(s).

 (Signature, Notary Public)

 (Print or Type Name, Notary Public)

 (Date Commission Expires)

Utility or RW Project ID _____

This instrument was drafted by _____

RW Parcel No. _____

Quit Claim Deed for Town Projects
 Revised: 03/2006

Page 1 of 1

Document Number
CONVEYANCE OF RIGHTS IN LAND

Exempt from fee s.77.25(2r) Wis. Stats.
 s.83.08(1) Wis. Stats.

, GRANTOR, for and in consideration of the sum of (\$) and other good and valuable consideration, grants and conveys any and all rights and interest which, by virtue of prior title, easement, license, or other legal devices, GRANTOR holds in the land described below to the County of . GRANTEE, for the purposes of constructing, operating, and maintaining a public highway and appurtenant facilities on, over, under, or across the said land; provided, however that GRANTOR reserves to itself the subordinate right to cross, traverse, or otherwise occupy said land with its present and future overhead or underground transmission lines, appurtenant facilities, and supporting structures in a manner consistent with the purposes of this conveyance and in a manner which will not interfere with normal highway maintenance and operation; provided, further, that the costs of any relocation or alteration, now or in the future, of the transmission lines, appurtenant facilities, or supporting structures when required by the GRANTEE for any reason, including accommodating future expanded or additional highway facilities on, over, under or across said land, will be paid by the GRANTEE; provided, however, that the costs of such relocation or alteration, or of the installation of new or additional facilities when done at the instance of and for the purposes of the GRANTOR, will be defrayed by the GRANTOR.

This conveyance shall be binding on the GRANTOR, GRANTEE, and their respective successors and assigns.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s.32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest in record in the property:

This space is reserved for recording data

Return to

Parcel Identification Number/Tax Key Number

Legal Description

The undersigned certify that this instrument is executed pursuant to a resolution of the Board of Directors (or shareholders, stockholders, or members, if authorized by law) of GRANTOR corporation or cooperative.

Acknowledgment

 (Grantor Name)

 (Signature)

 (Title)

 (Print Name)

 (Signature)

 (Title)

 (Print Name)

 (Date)
 State of _____)
 _____) ss.
 _____ County)
 On the above date, this instrument was acknowledged before me by the named person(s).

 (Signature, Notary Public)

 (Print or Type Name, Notary Public)

 (Date Commission Expires)

Utility or RW Project ID

This instrument was drafted by

RW Parcel No.

Conveyance of Rights for County Projects
 Revised: 05/2006

Page 1 of 1

Document Number

CONVEYANCE OF RIGHTS IN LAND

Exempt from fee s.77.25(2r) Wis. Stats.
s.62.22 Wis. Stats.

, GRANTOR, for and in consideration of the sum of (\$) and other good and valuable consideration, grants and conveys any and all rights and interest which, by virtue of prior title, easement, license, or other legal devices, GRANTOR holds in the land described below to the City of , GRANTEE, for the purposes of constructing, operating, and maintaining a public highway and appurtenant facilities on, over, under, or across the said land; provided, however that GRANTOR reserves to itself the subordinate right to cross, traverse, or otherwise occupy said land with its present and future overhead or underground transmission lines, appurtenant facilities, and supporting structures in a manner consistent with the purposes of this conveyance and in a manner which will not interfere with normal highway maintenance and operation; provided, further, that the costs of any relocation or alteration, now or in the future, of the transmission lines, appurtenant facilities, or supporting structures when required by the GRANTEE for any reason, including accommodating future expanded or additional highway facilities on, over, under or across said land, will be paid by the GRANTEE; provided, however, that the costs of such relocation or alteration, or of the installation of new or additional facilities when done at the instance of and for the purposes of the GRANTOR, will be defrayed by the GRANTOR.

This conveyance shall be binding on the GRANTOR, GRANTEE, and their respective successors and assigns.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s.32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest in record in the property:

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Return to

Parcel Identification Number/Tax Key Number

Legal Description

The undersigned certify that this instrument is executed pursuant to a resolution of the Board of Directors (or shareholders, stockholders, or members, if authorized by law) of GRANTOR corporation or cooperative.

Acknowledgment

(Grantor Name)

(Signature)

(Title)

(Print Name)

(Signature)

(Title)

(Print Name)

(Date)
State of _____)
_____) ss.
_____) County
On the above date, this instrument was acknowledged before me by the named person(s).

(Signature, Notary Public)

(Print or Type Name, Notary Public)

(Date Commission Expires)

Utility or R/W Project ID

This instrument was drafted by

R/W Parcel No.

Document Number

CONVEYANCE OF RIGHTS IN LAND

Exempt from fee s.77.25(2r) Wis. Stats.
s.61.34 (3) and (3m) Wis. Stats.

, GRANTOR, for and in consideration of the sum of (\$) and other good and valuable consideration, grants and conveys any and all rights and interest which, by virtue of prior title, easement, license, or other legal devices, GRANTOR holds in the land described below to the Village of , GRANTEE, for the purposes of constructing, operating, and maintaining a public highway and appurtenant facilities on, over, under, or across the said land; provided, however that GRANTOR reserves to itself the subordinate right to cross, traverse, or otherwise occupy said land with its present and future overhead or underground transmission lines, appurtenant facilities, and supporting structures in a manner consistent with the purposes of this conveyance and in a manner which will not interfere with normal highway maintenance and operation; provided, further, that the costs of any relocation or alteration, now or in the future, of the transmission lines, appurtenant facilities, or supporting structures when required by the GRANTEE for any reason, including accommodating future expanded or additional highway facilities on, over, under or across said land, will be paid by the GRANTEE; provided, however, that the costs of such relocation or alteration, or of the installation of new or additional facilities when done at the instance of and for the purposes of the GRANTOR, will be defrayed by the GRANTOR.

This conveyance shall be binding on the GRANTOR, GRANTEE, and their respective successors and assigns.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s.32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest in record in the property:

This space is reserved for recording data

Return to

Parcel Identification Number/Tax Key Number

Legal Description

The undersigned certify that this instrument is executed pursuant to a resolution of the Board of Directors (or shareholders, stockholders, or members, if authorized by law) of GRANTOR corporation or cooperative.

Acknowledgment

(Grantor Name)

(Signature)

(Title)

(Print Name)

(Signature)

(Title)

(Print Name)

(Date)
State of _____)
_____) ss.
_____ County)
On the above date, this instrument was acknowledged before me by the named person(s).

(Signature, Notary Public)

(Print or Type Name, Notary Public)

(Date Commission Expires)

Utility or R/W Project ID

This instrument was drafted by

R/W Parcel No.

Document Number
CONVEYANCE OF RIGHTS IN LAND

Exempt from fee s.77.25(2r) Wis. Stats.
s.82.14(1) Wis. Stats.

GRANTOR, for and in consideration of the sum of (\$) and other good and valuable consideration, grants and conveys any and all rights and interest which, by virtue of prior title, easement, license, or other legal devices, GRANTOR holds in the land described below to the Town of , GRANTEE, for the purposes of constructing, operating, and maintaining a public highway and appurtenant facilities on, over, under, or across the said land; provided, however that GRANTOR reserves to itself the subordinate right to cross, traverse, or otherwise occupy said land with its present and future overhead or underground transmission lines, appurtenant facilities, and supporting structures in a manner consistent with the purposes of this conveyance and in a manner which will not interfere with normal highway maintenance and operation; provided, further, that the costs of any relocation or alteration, now or in the future, of the transmission lines, appurtenant facilities, or supporting structures when required by the GRANTEE for any reason, including accommodating future expanded or additional highway facilities on, over, under or across said land, will be paid by the GRANTEE; provided, however, that the costs of such relocation or alteration, or of the installation of new or additional facilities when done at the instance of and for the purposes of the GRANTOR, will be defrayed by the GRANTOR.

This conveyance shall be binding on the GRANTOR, GRANTEE, and their respective successors and assigns.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s.32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest in record in the property:

This space is reserved for recording data

Return to

Parcel Identification Number/Tax Key Number

Legal Description

The undersigned certify that this instrument is executed pursuant to a resolution of the Board of Directors (or shareholders, stockholders, or members, if authorized by law) of GRANTOR corporation or cooperative.

Acknowledgment

(Grantor Name)

(Signature)

(Title)

(Print Name)

(Signature)

(Title)

(Print Name)

(Date)
State of _____)
County _____) ss.
On the above date, this instrument was acknowledged before me by the named person(s).

(Signature, Notary Public)

(Print or Type Name, Notary Public)

(Date Commission Expires)

Utility or R/W Project ID

This instrument was drafted by

R/W Parcel No.

**TEMPORARY CONSTRUCTION EASEMENT
(Traditional Right-of-Way Plat)**

, Grantor, which has an interest in the lands described below, grants to the , Grantee, the right and permission to occupy Grantor's easement area for highway improvement purposes, which may include but are not limited to: 1) Constructing slopes and drainage facilities on the following described lands, including the right to operate necessary equipment thereon; 2) The right of ingress and egress, as long as required for such public purpose, including the right to preserve, protect, remove or plant thereon any vegetation that the highway authorities may deem desirable to prevent erosion of the soil, provided such activities are consistent with the rights held by the Grantor under its easement.

The said lands are situated in the of County, Wisconsin and are shown on Sheet Number(s) , which is a part of the Right-of-Way Plat for Project No. , filed by the grantee with the County Clerk and County Highway Committee of the said County as required by Wisconsin Statutes. This plat is also available for viewing at the Office located at .

The said lands are part of Parcel(s) as shown on said Right-of-Way Plat and are further described as lying in the of Section(s) , T N, R , of .

This Temporary Construction Easement establishes the right of Grantee to occupy lands on which Grantor has easement interests. However, Grantor reserves to itself the right to continue to use said easement area with its present and future overhead and/or underground facilities in a manner which is consistent with this grant, and further, that the costs of any relocation or alteration of any facilities of Grantor required by Grantee to accomplish its work, now or in the future, will be paid by Grantee.

This Temporary Construction Easement shall terminate upon completion of Construction Project No. for which this instrument is given. The Grantor has a prescriptive right or an easement and therefore grants this Temporary Construction Easement as a holder of a property interest and not as a property owner.

The Grantor's easement is recorded as in the County Register of Deeds Office or exists by prescriptive rights as defined by Section 893.28 Wisconsin Statutes.

(Document Created Date)

(Company)

(Signature)

(Date)

(Title)

(Signature)

(Date)

(Title)

Utility or R/W Project ID

R/W Parcel No.

**TEMPORARY CONSTRUCTION EASEMENT
(Transportation Project Plat)**

, Grantor, which has an interest in the lands described below, grants to the , Grantee, the right and permission to occupy Grantor's easement area for highway improvement purposes, which may include but are not limited to: 1) Constructing slopes and drainage facilities on the following described lands, including the right to operate necessary equipment thereon; 2) The right of ingress and egress, as long as required for such public purpose, including the right to preserve, protect, remove or plant thereon any vegetation that the highway authorities may deem desirable to prevent erosion of the soil, provided such activities are consistent with the rights held by the Grantor under its easement.

The said lands are situated in the of , County, Wisconsin and are shown on Transportation Project Plat(s) , which depicts the right-of-way required for Highway Construction Project No. in accordance with Wisconsin Statutes. This plat is available for viewing at the Office located at .

The said lands are part of Parcel(s) as shown on said Transportation Project Plat and are further described as lying in the of Section(s) , T N, R , of .

This Temporary Construction Easement establishes the right of Grantee to occupy lands on which Grantor has easement interests. However, Grantor reserves to itself the right to continue to use said easement area with its present and future overhead and/or underground facilities in a manner which is consistent with this grant, and further, that the costs of any relocation or alteration of any facilities of Grantor required by Grantee to accomplish its work, now or in the future, will be paid by Grantee.

This Temporary Construction Easement shall terminate upon completion of Construction Project No. for which this instrument is given. The Grantor has a prescriptive right or an easement and therefore grants this Temporary Construction Easement as a holder of a property interest and not as a property owner.

The Grantor's easement is recorded as in the County Register of Deeds Office, or exists by prescriptive rights as defined by Wisconsin Statutes, Section 893.28.

(Document Created Date)

(Company)

(Signature)

(Date)

(Title)

(Signature)

(Date)

(Title)

Utility or R/W Project ID

R/W Parcel No.

Local Temporary Construction Easement (Transportation Project Plat)
Revised: 06/2006

Page 1 of 1

LOCAL PROJECT UTILITY COORDINATION TASK LIST

Note: All Utility Coordination shall be done in accordance with the “WisDOT Guide to Utility Coordination” unless otherwise noted.

- ☐ Identify utility companies with facilities within the project area.
- ☐ Send project notification letter and exhibits to all utility companies with a potential for facilities in the project area. Ask them to verify that they have facilities in the area and also request utility system maps for the project area. Compare the system maps with the highway plan information to assure that all utility facilities are shown properly.
- ☐ Field locate utility facilities in project area. *DO NOT DEPEND ON SYSTEM MAPS FOR LOCATIONS!!!* Facilities must be field located.
 - ☐ Remove manhole covers and determine flow line elevations and pipe sizes.
 - ☐ Expose existing utility facilities and obtain elevations (pothole) at the following locations _____. Note: This will have to be coordinated with the utility.
- ☐ Show existing utility facilities on plat, plans, and cross sections. (Horizontal location only, unless elevations have been obtained by a survey crew.)
- ☐ Identify potential utility conflicts and report them to the utility. The utility is ultimately responsible for determining conflicts but the highway designer is more familiar with the project and is best suited for determining the initial list of potential conflicts.
- ☐ Invite utilities to Operational Planning Meeting.
- ☐ Invite utilities to all Public Information Meetings.
- ☐ Hold ____ utility coordination meetings on the project. These meetings will be held at the ____ and ____ stage of the project.
- ☐ Draft utility release of rights documents. (Conveyance of Rights in Land, Quit Claim Deed, or Temporary Construction Easement forms)
- ☐ Consultant or local unit of government (select one) will obtain and record signed conveyance documents.
- ☐ Send a copy of the plans to each utility. The plans must be sufficiently complete to allow for the design of utility facilities along with a cover letter explaining the project and notifying the utility of any sensitive areas in the project area.
- ☐ Consultant or local unit of government (select one) will send notice of reimbursable work to the utilities.
- ☐ Review utility work plans, approve work plans or return with recommendations for corrective actions if required.
- ☐ Send Work Plan Approval and/or Start Work Notices to utility companies.
- ☐ Write “Utility” section of the special provisions and revise as needed based upon information provided by the utilities.

- ☐ Prepare the Utility Status Report (Form DT1080) as part of the PS&E submittal package. (WisDOT let projects)
- ☐ Provide right-of-way staking for utilities as needed. right-of-way staking need only be done in the areas requested by the utility, not the entire project. Assume this will be done ___ times.
- ☐ Consultant or local unit of government (select one) will negotiate reimbursable work utility contracts.
- ☐ Provide ____ size plans and plats, ____ size cross sections, in paper or electronic format (.dgn files) to all utilities. Assume ____ utilities will need copies.
- ☐ Provide utilities with revised plan sheets with any changes from previous plans indicated, as required.
- ☐ Review utility permits for compatibility with highway project design and recommend corrective action if necessary.
- ☐ Send a final (reduced size) plan set and copy of the "Utility" section of the Special Provisions to each utility with facilities in the project area just prior to, or soon after, the final PS&E submittal.
- ☐ Follow-up on status of utility relocations between PS&E submittal and the Preconstruction meeting.
- ☐ Conduct Pre-Bid Utility Meeting (if necessary) for potential bidders to discuss utility relocations and utility coordination during construction.
- ☐ Attend preconstruction meeting to discuss current status of utility relocations.

Wisconsin Department of Transportation

November 18, 2001

Bresnan Communications
Attn: Larry Ladwig
1022 South 19th St
PO Box 758
La Crosse WI 54602-0758

SUBJECT: **Work Plan Reminder**
ID 1644-06-71
Farnum Street to Redfield Street
USH 14 (South Avenue), City of La Crosse
La Crosse County

Dear Mr. Ladwig:

I have not yet received a work plan from you describing your plan for the relocation of your facilities in conflict with next year's South Avenue project. The project will be let to bids in April and will be built shortly thereafter. I need to receive a work plan from you **as soon as possible** in order for me to write the utility special provisions and which will become part of the contract for the project.

I have included another copy of the utility worksheet to help you in providing me with the information I need, along with a copy of the letter I mailed out with the project plans in August of this year.

Unresolved or unexpected conflicts create problems for all of us during construction. There is a good chance for damage to your facilities and delays to the contractor if conflicts are not addressed and their resolution planned for in advance. With an urban project like this one much of the utility work may need to take place during construction, so good advance planning will help the project get built as smoothly as possible. Highway contractors bid on the project based on information in the utility special provisions, so please include as much detail as possible on what you will need to move, when, and how long it will take.

If you have any questions regarding the preparation of the work plan, or if you would like a meeting to review the project please call me at (608) 785-9032, or the designer, Ron Egge at (608) 789-7874.

Sincerely,

Gary J. Jackson
Region Utility Coordinator

enclosure